

**COLLECTIVELY BARGAINED AGREEMENT**  
**BETWEEN**  
**CITY OF BURLINGTON**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**  
**AND**  
**LOCAL 1036**  
**REPRESENTATIVES FOR**  
**BURLINGTON CITY PEDESTRIAN TRAFFIC CONTROL OFFICERS**  
**JANUARY 1, 2012 THROUGH DECEMBER 31, 2016**

---

## INDEX

	PAGE
PREAMBLE	3
ARTICLE I RECOGNITION	4
ARTICLE II SAFETY REPORTING PROCEDURE	5
ARTICLE III GRIEVANCE PROCEDURE	6
ARTICLE IV UNCLASSIFIED PTCO'S	9
ARTICLE V TARDINESS, LATENESS & EMERGENCY LEAVING Of A POST	10
ARTICLE VI EMPLOYMENT STATUS	14
ARTICLE VII CHIEF GUARD STIPEND	15
ARTICLE VIII SUBSTANCE ABUSE/DRUG & ALCOHOL POLICY PHYSICALS	16
ARTICLE IX WORKER'S COMPENSATION/DISABILITY	17
ARTICLE X PERSONNEL FILE	18
ARTICLE XI LABOR MANAGEMENT COMMITTEE	19
ARTICLE XII MANAGEMENT RIGHTS	20
ARTICLE XIII RIGHTS & PRIVILEGES OF THE REPRESENTATIVE	21
ARTICLE XIV UNION DUES AND AGENCY SHOP FEE	22
ARTICLE XV SALARY	23
ARTICLE XVI LONGEVITY BONUS	24
ARTICLE XVII TRAINING AND COMPENSATION	25
ARTICLE XVIII SCHOOL CLOSING	26
ARTICLE XIX BEREAVEMENT LEAVE	27
ARTICLE XX SICK LEAVE	28
ARTICLE XXI HOLIDAYS	29
ARTICLE XXII JURY DUTY	30
ARTICLE XXIII PERSONAL LEAVES OF ABSENCE/FAMILY LEAVE	31
ARTICLE XXIV EQUIPMENT AND CLOTHING	32
ARTICLE XXV RETIREMENT	34
ARTICLE XXVI PENSION	35
ARTICLE XXVII EQUAL TREATMENT	36
ARTICLE XXVIII REDUCTION IN FORCE	37
ARTICLE XXIX FULLY BARGAINED PROVISIONS	38
ARTICLE XXX DURATION AND EFFECT	39
ARTICLE XXXI SIGNATURE SHEET	40
 ATTACHMENTS	
"A" HOURS OF WORK	41
"B" SENIORITY AND ANNUAL POST ASSIGNMENT	42
"C" GRIEVANCE FORM	43
"D" SUBSTANCE ABUSE/DRUG & ALCOHOL POLICY PHYSICALS	44

## **PREAMBLE AGREEMENT**

In order to comply with and effectuate the provision of Chapter 303 of the Public laws of 1968 for the State of New Jersey, as amended by Chapter 123 of the Public Laws of 1974, This Successor Agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Burlington, County of Burlington, State of New Jersey (hereinafter referred to as "the City" and the Burlington City Pedestrian Traffic Control Officers (hereinafter referred to as the "PTCO"), Communications Workers of America, AFL-CIO and Local 1036 (hereinafter referred to as the CWA or UNION).

It is the intent and purpose of the parties hereto that this Agreement is the complete agreement covering the rates of pay and the terms and conditions of employment to be observed between the parties hereto.

This Agreement expresses the entire understanding of the parties; and all prior agreements between the parties or the City and any unit employee with respect to the subject matter hereof are hereby canceled and terminated. The violation by either party of any provision of this Agreement shall not render the Agreement inoperative.

## **ARTICLE I - RECOGNITION**

**1. The City recognizes the Union as the majority representative for the purpose of representing a unit of the City's employees hereinafter defined for the purpose of collective negotiations and the processing of grievances concerning mandatory matters for collective negotiations.**

**2. The Unit represented is a unit comprised of all Pedestrian Traffic Control Officers (PTCO's) employed by the City.**

**3. Reference to unit employees of one gender to this Agreement shall apply to both genders.**

**4. This Agreement covers all periods for which collective negotiations have or could have occurred through December 31, 2016.**

## **ARTICLE II - SAFETY REPORTING PROCEDURE**

1. If a PTCO shall believe that a situation exists that currently is or has the potential in the future to become a dangerous situation to any PTCO, or any member of the public whose activity the PTCO is involved with as a result of the PTCO's employment, the PTCO shall file a safety report pursuant to this Article.

2. All safety reports shall be in writing with a copy to the Chief of Police and a copy to the Union.

3. All safety reports shall clearly and concisely state the factual basis for the belief that the situation does or may constitute a dangerous situation.

4. All safety reports shall be filed on the day that the PTCO becomes aware of the situation but in no event shall the PTCO delay more than forty eight (48) hours from the time the PTCO becomes aware of the situation to the filing of the safety report.

5. The Chief of Police, or his designee on his behalf, shall determine what, if any, action or response shall occur upon receipt of such a safety report.

6. The Union shall have the right to request meetings with the Business Administrator, on a reasonable, periodic basis. Requests for such meetings shall be in writing, signed by a duly designated Staff Representative of the CWA, and submitted to the Business Administrator with a copy to the Chief of Police. A request shall include the reasons for the meeting and the items to be discussed. Items to be discussed shall have already been discussed with the Chief of Police. If the Business Administrator requests such attendance, the Chief of Police, and/or his designee, shall have the opportunity to attend and fully participate in any such meetings when they occur.

7. Health and Safety. The City shall take reasonable measures to ensure the safety of each PTCO. This should include, when practical the removal of snow and ice from post positions and seek to have installed school crossing signs or flashers.

### ARTICLE III - GRIEVANCE PROCEDURE

1. The following definitions are set forth for the purpose of explaining the meaning of certain terms utilized in the remainder of this Article.

a. a "grievant" is a PTCO or PTCO's making a claim recognizable under the terms of this Article.

b. A "grievance" is defined to mean a claim by a PTCO that as to said PTCO there has been a violation of the Agreement. Discipline or discharge of a PTCO shall be processed through the grievance procedure.

c. A "Union Representative" means either the President, Staff Representative, and/or Shop Steward of the CWA.

d. A "Day" is defined to mean a working day.

2. The purpose of this procedure is to settle grievances at the lowest possible level.

3. Any PTCO shall have the right to file a grievance within ten (10) working days after the occurrence or the date in which the grievant should reasonably have known of its occurrence which allegedly resulted in the grievance.

4. The time limitations set forth for proceeding various steps in the grievance procedure hereinafter specified shall be regarded as maximum limits, and every effort shall be made to process all grievances expeditiously. These time limits can be extended by written agreement signed by both parties or by mutual verbal agreement between both the Union and the City.

5. Any grievance hearings are to be held at the end of the work shift.

6. A five (5) day notification must be given to the subject PTCO and Union Staff Representative for all hearings of disciplinary matters, said PTCO, and union representative shall notify the employer if they request a hearing to be held on the disciplinary matter. If notification is given, the employer and the union shall mutually agree on a date and time for the matter to be heard.

7. The procedure by which grievances are to be prosecuted is as follows:

a. Step 1 - The PTCO advancing the alleged grievance, together with the Union Representative shall informally discuss the grievance with the designated unit supervisor, within ten (10) working days after the occurrence of the grievance or the date in which the grievant should reasonably have known of its occurrence.

b. Step 2 - If the Union is not satisfied with the results of the informal discussion with the designated supervisor, within ten (10) working days of that discussion, the Union may file a formal written grievance with the designed unit supervisor. This formal written grievance shall only be on the designated grievance form and shall state the description of the grievance, the contract articles violated, if any, and the remedy sought. The designated unit supervisor shall have ten (10) working days in which to issue a written decision on the grievance, and shall state so on the designated grievance form. Copies of the decision shall be provided to the PTCO and the Union.

c. Step 3 - If the Union is not satisfied with the decision of the designated unit supervisor or if no such written decision is issued within the time provided, the Union shall have ten (10) working days to file a written appeal to the Chief of Police. Such appeal shall be on the designated grievance form which shall include the decision of the supervisor if a decision was given. The Chief of Police shall schedule and hear the grievance within ten (10) working days after receiving it from the Union. Within ten (10) working days after the hearing, the Chief of Police shall render a written decision on the designated grievance form. Copies of the decision shall be provided to the PTCO and the Union.

d. Step 4 - If the Union is not satisfied with the decision of the Chief of Police then the Union shall have ten (10) working days from the date of the Chief of Police's decision to file a written appeal to the Business Administrator, on the designated grievance form, which shall include the decision by the unit supervisor and the Chief of Police, if any were given. The Business Administrator shall grant a hearing on the grievance and will render a written decision within ten (10) working days of the hearing. Such decision shall be written on the designated grievance form. Copies of the decision shall be provided to the PTCO and the Union.

e. Step 5 - If the Union is not satisfied with the decision of the Business Administrator then the Union shall, if the Union determines to do so, proceed to file an appeal with the New Jersey State Public Employees Relations Commission. The Union shall have thirty (30) working days to file the appeal to the New Jersey State Public Employee Relations Commission (P.E.R.C.) for the assignment of an Arbitrator. The parties agree to be bound by the rules, regulations and procedures of P.E.R.C. The costs of the Arbitrator are to be borne by both sides (Union and City) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the Arbitrator shall be final and binding on all parties.

8. Failure of the PTCO or Union to meet any of the time stipulations of this grievance procedure will result in it being withdrawn, unless time stipulations and/or limits have been mutually agreed to be extended by the Union and the City.

9. Failure of the City to issue a decision at any step of the grievance procedure within the time limits provided, unless time limits and/or stipulations have been mutually agreed to be extended by the Union and the City, will enable the Union to appeal to the next step of the grievance procedure within the time limits provided.

**Discipline and Discharge:**

Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and intent.

The degree of discipline administered by the Employer in a particular case must be reasonably related to the seriousness of the PTCO's proven offense and the record of the PTCO and his/her service with the employer.

No discipline which results in loss of pay shall be imposed prior to the PTCO having a hearing unless there is an imminent threat to health and safety, at which time a hearing shall be held immediately upon the serving of the Preliminary Notice of Discipline Action. If there is no imminent threat to health and safety then said hearing must take place within five (5) working days from the date the PTCO receives the preliminary notice unless both parties agree to extend the five day period, however the meeting shall take place no later than 20 days from the date the PTCO received the preliminary notice of discipline action.

Disciplinary actions resulting in a suspension or fine more than five days at one time; or suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year, and/or removal, resignation not in good standing, demotion or termination, shall be processed through the steps of the grievance procedure.

Should an PTCO receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday.

The Union and the City agree to use the grievance form that is attached hereto and made part of this agreement as attachment "C".



#### **ARTICLE IV - UNCLASSIFIED PTCO'S**

**1. The City agrees that it will abide by all applicable New Jersey Statutes and all relevant New Jersey rules and regulations, if any which directly cover any PTCO.**

**2. Unclassified PTCO's are defined as any employee hired after April 1, 1979 as a PTCO employed with the City of Burlington, who shall receive and have applied, all of the Articles that were negotiated in this Agreement.**

**3. Defines unclassified crossing guard as any guard hired after April 1, 1979.**

## **ARTICLE V - TARDINESS, LATENESS & EMERGENCY LEAVING OF A POST**

**The following policy shall be adhered to by all PTCO'S:**

**1. Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each PTCO so that the City may meet its commitments to its residents. PTCO absences place an additional burden on the remaining work force and seriously affect the City's ability to service its residents. Management recognizes that circumstances beyond the PTCO's control may cause him or her to be absent from work for all or part of a day. The City, however will not tolerate unexcused absence or tardiness.**

**All PTCO's are expected to come to work regularly and on time, and to notify their supervisors when they are unable to do so. Attendance and punctuality will be considered, among other factors, in the PTCO's performance review.**

**To ensure that the City enforces its attendance and tardiness policy with uniform consistency, and that the City provides its PTCO's with progressive discipline and an opportunity for improvement, the City implements the following attendance and tardiness policy:**

### **Definitions:**

**a. Unexcused Absence: PTCO fails to report for work for the duration of the PTCO's shift without an excuse approved by the PTCO's Department Director or the Business Administrator.**

**b. Excused Absence: PTCO fails to report for work for the duration of the PTCO's shift with an excuse approved by the PTCO's Department Director or the Business Administrator.**

**c. Unexcused Incident of Tardiness: PTCO reports for work after the authorized reporting time without an excuse approved by the PTCO's Department Director or the Business Administrator.**

**d. Excused Incident of Tardiness: PTCO reports for work after the authorized reporting time with an excuse approved by the PTCO's Department Director or the Business Administrator.**

**e. Tardy: Reporting to/back to work less than seven (7) minutes late.**

**f. Late: Reporting to/back to work more than seven (7) minutes late.**

2. Department Director will keep attendance and tardiness records for each PTCO. The Department Director will note the following details on each PTCO's attendance and tardiness records: report time, if tardy; dates absent; reason for absence or tardiness; whether the absence or tardiness constitutes an excused or unexcused absence or incident of tardiness; whether the PTCO provided notice; time of notification, if any, whether the PTCO left work prior to the end of the scheduled work day; and reason for leaving early.

### **3. PROCEDURE:**

Any PTCO who cannot report to work on time shall call his or her Department Director's designated representative not later than one hour prior to the scheduled starting time of the work shift from which he or she is tardy.

If an PTCO reports for duty after the PTCO's scheduled starting time, the Department Director shall indicate the PTCO's tardiness in the PTCO's attendance and tardiness records.

Any PTCO requesting absence for one (1) or more days shall call his/her Department Director's designated representative on a daily basis to report the nature of the illness. The City may waive this daily requirement upon the certification of a physician in cases of convalescence or hospitalization. In the event the Department Director or his or her representative is temporarily unavailable, PTCO's must leave a message with the Business Administrator's Office. The message shall include a telephone number where the PTCO may be reached so that the Department Director's designated representative may verify the reason for the absence.

If an PTCO will be absent, the PTCO shall telephone his or her Department Director's designated representative or the Business Administrator's Office if the Department Director's representative is temporarily unavailable, as early as possible, but not later than one hour prior to the scheduled starting time of the work shift from which he or she is absent.

If an PTCO fails to notify his or her Department Director's designated representative, or the Business Administrator's Office, the City may deny the use of sick leave for the absence and may take disciplinary action.

An PTCO who is absent for five (5) or more consecutive work days who does not notify the Department Director's designated representative, or the Business Administrator's Office on any of the first five days, will be subject to disciplinary action up to and including discharge.

Whenever any PTCO accumulates absences on five (5) consecutive workdays, or when absences total five workdays in thirty calendar days, the PTCO shall provide a physician's certification of health to his or her Department Director's designated representative upon return from illness.

Whenever any PTCO accumulates one unexcused absence or two (2) unexcused incidents of tardiness in a thirty (30) calendar day period, the Department Director's designated representative will conduct a formal meeting with the PTCO. The Department Director's designated representative will provide the PTCO with advance written notice of the time, date and place of the meeting. The advance written notice will also inform the PTCO that the PTCO has the right to union representation at the meeting. The Department Director's designated representative will place a copy of the written notice in the PTCO's personnel file.

After the meeting, the Department Director's designated representative will place written documentation of an oral reprimand in the PTCO's personnel file and will provide a copy to the PTCO. The Department Director's designated representative will give the PTCO the opportunity to place a written rebuttal to the written documentation of the oral reprimand in his or her personnel file. The PTCO who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the PTCO's copy of the written documentation of the oral reprimand.

Whenever any PTCO accumulates two (2) unexcused absences or four unexcused incidents of tardiness, the Department Director's designated representative will conduct a formal meeting with the PTCO. The Department Director's designated representative will provide the PTCO with advance written notice of the time, date and place of the meeting. The advance written notice will also inform the PTCO that the PTCO has the right to union representation at the meeting. The Department Director's designated representative will place a copy of the written notice in the PTCO's personnel file.

After the meeting, the Department Director's designated representative will place a written reprimand in the PTCO's personnel file and will provide a copy to the PTCO. The Department Director's designated representative will give the employee the opportunity to place a written rebuttal to the written reprimand in his or her personnel file. The PTCO who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the PTCO's copy of the written reprimand.

Whenever any PTCO accumulates three (3) unexcused absences or six (6) unexcused incidents of tardiness, the Business Administrator or the Business Administrator's representative, and the Department Director's designated representative will conduct a formal meeting with the PTCO. The Department Director's designated representative will provide the PTCO with advance written notice the time, date and place of the meeting. The advance written notice will also inform the PTCO that the PTCO has the right to union representation at the meeting. The Department Director's designated representative will retain a copy of the written notice in the PTCO's personnel file.

The Business Administrator or the Business Administrator's designated representative shall determine appropriate disciplinary action, which may include suspension without pay up to and including termination. After the formal meeting, the Department Director's designated representative will place written documentation of the disciplinary action taken in the PTCO's personnel file and will provide a copy to the PTCO. The Department Director's designated representative will provide the PTCO with the opportunity to place a written rebuttal to the written documentation of disciplinary action in his or her personnel file. The PTCO who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the PTCO's copy of the written documentation of the disciplinary action taken.

In the event the PTCO accrues any additional unexcused absences or unexcused incidents of tardiness, the Business Administrator or the Business Administrator's designated representative may take additional disciplinary action against the PTCO, up to and including discharge.

If an PTCO has questions about this attendance and tardiness policy, the PTCO should contact the Business Administrator, and/or his Union Representative.

#### **EMERGENCY LEAVING OF A POST:**

As has been the past practice, any PTCO who due to an emergency must leave their post, shall do so, if in need, only when they are knowledgeable that there are no other children that would be coming or going to school during the time they would need to leave. If they have to leave for a period of 15 (fifteen) minutes or more they shall notify the dispatcher they have to leave. If they have such an emergency that they must leave on an immediate basis they must notify the dispatcher immediately prior to leaving, they shall also advise the dispatcher of any children that they have knowledge would be coming or going by their designated post. The PTCO must identify on their work hour weekly form that they were off their designated post for an emergency only if that emergency was for longer than fifteen (15) minutes.

## **ARTICLE VI - EMPLOYMENT STATUS**

**1. It is recognized that prior to January 1, 1997, all PTCO's were employed on an annual basis except for those hired prior to April 1, 1979.**

**2. Effective January 1, 1997 all PTCO's shall be considered permanent PTCO's and not subject to annual renewal.**

**3. In regard to physicals, the City shall have the ability to request a physical if it has reasonable grounds to question a PTCO's ability to perform the essential function of the job.**

## **ARTICLE VII - CHIEF PTCO STIPEND**

**The City of Burlington will allocate a stipend for a position of Chief PTCO. This position would be an elected position by the PTCO's. This Chief PTCO would be a liaison between the City, Chief of Police and other PTCO's as to communication changes.**

<b>2012</b>	<b>\$30.00 per week</b>
<b>2013</b>	<b>\$30.00 per week</b>
<b>2014</b>	<b>\$31.00 per week</b>
<b>2015</b>	<b>\$31.50 per week</b>
<b>2016</b>	<b>\$31.50 per week</b>

## **ARTICLE VIII - SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY/PHYSICALS**

**The City and the Union have agreed upon a substance abuse, drug and alcohol policy and physicals for all PTCO's. The details of this policy have been attached hereto and made part of this agreement as Attachment "D".**



## **ARTICLE IX - WORKER'S COMPENSATION/DISABILITY**

**The City provides worker's compensation insurance as required by law for all PTCO's. The City reserves its right to designate providers of medical care involving worker's compensation claims.**

**Compensation for time lost from the job due to an on-the-job-related illness will be handled as follows:**

**PTCO's will receive normal salary/wages from the City less normal payroll deductions of taxes.**

**PTCO's will receive compensation check(s) directly from the insurance company.**

**The City will deduct the worker's compensation payment(s) from the PTCO's normal salary/wages as a special deduction.**

**PTCO's worker's compensation payments will not be reported as income on the PTCO's W-2 form at the end of the year.**

**If an PTCO is unable to work because of an on-the-job-injury or job-related illness, the PTCO will receive his/her normal salary while out on leave for up to one year.**

**Continuation of benefits while on worker's compensation will be in accordance with New Jersey Division of Pensions for items regarding the PTCO's insurance and pension. All other benefits listed in this agreement shall be paid to the PTCO at the time they would be due.**

**DISABILITY: The City participates in the New Jersey State Disability Plan and all PTCO's are entitled to all benefits provided under the plan. The City shall comply with all rules and regulations that govern the NJSD Plan.**

## **ARTICLE X - PERSONNEL FILE**

**A. All PTCO's shall have the right to see all documents in their personnel file.**

**B. An PTCO's shall be permitted to have a copy of any documents in his/her file. If the file being copied is more than fifty (50) pages a fee, in the amount of the prevailing State Statute shall be applied, unless waived by the Business Administrator.**

**C. PTCO's shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the PTCO's shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the PTCO's review of the document. The PTCO shall be given the opportunity to indicate they have read and accepted or rejected the contents of the document. Upon written release from an PTCO's, a Union Representative may see and copy documents in the PTCO's file.**

**D. PTCO's shall have the right to respond in writing to anything placed in their file.**

**E. PTCO's may request of the Head of the Department that any form of discipline contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature.**

**F. PTCO's must give a twenty-four (24) hour notification to the Employer for access to their personnel file.**

## **ARTICLE XI - LABOR MANAGEMENT COMMITTEE**

**The Employer and the Union agree to a Labor/Management Committee composed of two PTCO's from the Union and two from the Employer. The Committee will meet on an as needed basis and forward any reports in writing to the Administrator or the designee for any work related issue that does not involve health and safety. This Committee shall in no way prevent any PTCO from filing a grievance regarding any working condition that they believe is not in accordance with this agreement. The Administrator or the designee, after reviewing the report shall make any necessary recommendations to correct the problem.**

## **ARTICLE XII - MANAGEMENT RIGHTS**

**1. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes, rules, regulations and Constitution of the States of New Jersey and of the United States, and including ordinances of the City of Burlington, including but without limiting the generality of the foregoing, the following rights:**

**a. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees.**

**b. To hire all employees subject to the provision of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.**

**c. To suspend, demote, discharge or take other disciplinary action, for just cause only and subject to any applicable rules and regulations of Civil Service that would apply.**

**2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, ordinances and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and express written terms of this Agreement.**

**3. When there is a conflict between the foregoing provisions, New Jersey Statutes, New Jersey Administrative rules and/or regulations, or other express written provisions of the Agreement, the following order of precedence shall control:**

- a) New Jersey Statutes**
- b) New Jersey Administrative Rules and/or Regulations**
- c) Express written provisions of the Agreement**
- d) City of Burlington Personnel Policies and Procedures**

**4. The City reserves the option to shift to a bi-weekly payroll.**

### **ARTICLE XIII - RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE**

**A. Designated PTCO's of the representatives shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the City. It is understood that all representative activity of whatever kind or nature shall take place only within the parameters of pre-arranged schedules and at the locations listed therein mutually agreed to by the Representative and the City.**

**B. The Union shall be granted up to five (5) paid and five (5) unpaid days for the exclusive use of the Union to train its Shop Stewards.**

**C. The Union will have the right to provide the City with notices for the PTCO's that will be placed in each PTCO's paycheck when they are given out by the employer.**

**D. The President, or other authorized Representative, will have access to the premises under the jurisdiction of the City and its offices during working hours provided such access does not interfere with the orderly operations of the City. Said Representative will notify the appropriate City official of his/her presence in advance.**

**E. Upon reasonable notice and approval of the appropriate City official, the Union may hold meetings on City premises however such meetings shall not take place during the PTCO's scheduled work time.**

**F. The Union may distribute literature to PTCO's of the bargaining unit on City premises so long as it is not disruptive to the City and it is Union literature for Union business.**

**G. The Employer will ensure that any PTCO who is called in for an investigative meeting which could result in discipline shall have a union representative present unless said PTCO refuses union representation. Such refusal must be in writing with a copy to the Union and a copy to the Employer. No meeting shall take place without the PTCO's decision to be represented or not represented.**

**H. The Employer recognizes seniority for all PTCO's as being from the 1<sup>st</sup> day of hire, and shall apply seniority in the proper form for such items as, but not limited to, vacation requests, overtime etc., however, seniority does not accrue during a leave of absence.**

## ARTICLE XIV UNION DUES AND AGENCY SHOP FEE

A. The City agrees to deduct weekly (the City reserves the option to shift to a bi-weekly payroll) from the base pay of each PTCO who furnishes a written authorization for such deduction in a form acceptable to the City, the amount of weekly (or bi-weekly) dues. Dues shall be per month on such amount as may be certified by the Communications Workers of America to the City at least thirty (30) days prior to the month in which the deduction of the union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the City to the Communications Workers of America, AFL-CIO c/o Secretary-Treasurer, 1 Lower Ferry Road, W. Trenton, N.J. 08628, by the tenth (10<sup>th</sup>) calendar day after such deductions were made.

B. The Communications Workers of America agrees to indemnify and hold the City harmless against any and all claims, suits, orders of judgments brought or issued against the City with regard to the dues check-off, except for any claims that result from the negligence or improper acts of the City or its agents or servants.

1. Dues deductions may only be stopped if the PTCO so requests. Any such request must be in writing and submitted to the City prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The City will immediately supply the Union with a copy of any request to halt dues.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish the City a certified copy of the Resolution indicating dues changes and the effective date of such change.

C. In addition, pursuant to N.J.S.A. 34:13a-5.5, the City agrees to deduct from the salaries of its PTCO's subject to this Agreement, but not members of the Union, a representative fee in lieu of dues for services rendered by the majority representative in an amount equal to 85 percent (85%) of the regular membership dues and assessments paid by the members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. (R.S. 52:14-15.9e), as amended. Such monies, together with records of any correction, shall be transmitted to the Union office in Trenton as listed above, during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representative fee will commence with a notification from a shop steward or Union official, however, if no notice is received within thirty (30) days of employment, the Employer shall begin agency fee deductions on the 31<sup>st</sup> day that the PTCO has been employed with the City.

## ARTICLE XV - SALARY

1. Effective January 1, 2012, the five (5) year salary guide to be paid to all PTCO's shall be as indicated below.

All salary increases shall be retroactive to January 1, of each year. Rates listed below are "per hour".

The hourly rates over the term of this agreement that are listed below are rates that have been added to each PTCO's 2011 hourly rate.

2012 .50 (fifty) cents per hour

2013 .35 (thirty five) cents per hour

2014 .35 (thirty five) cents per hour

2015 .40 (forty) cents per hour

2016 .50 (fifty) cents per hour

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>PTCO's Currently At And Any New Hire</b>					
\$11.52 Hr	\$12.02 hr	\$12.37 hr	\$12.72 hr	\$13.12 hr	\$13.62 hr
<b>PTCO's Currently At \$12.59</b>	\$13.09 hr	\$13.44 hr	\$13.79 hr	\$14.19 hr	\$14.69 hr
<b>PTCO's Currently At \$17.79</b>	\$18.29 hr	\$18.64 hr	\$18.99 hr	\$19.39 hr	\$19.89 hr

2. Additional Duties: At times the City may have available work which would be offered to PTCO's, such work may include dog licenses, bicycle registrations, and/or parades or special events needing traffic and pedestrian control, which is not the regular work schedule of the PTCO. The following rates and procedure shall be followed if work is made available:

- a) Volunteer Basis
- b) Special security if servicing areas of the City that are unsafe
- c) Any required training to be able to perform the duties.

Rates for additional duties shall be as follows:

2012	\$1.50 per hour added to your existing current hourly rate
2013	\$1.50 per hour added to your existing current hourly rate
2014	\$1.50 per hour added to your existing current hourly rate
2015	\$1.50 per hour added to your existing current hourly rate
2016	\$1.50 per hour added to your existing current hourly rate

Procedure: PTCO's interested in additional work shall place their name on the Additional Duties list. The Employer shall, by seniority, offer each assignment to the most senior PTCO first, then the next most senior PTCO, until the list is exhausted. If more additional work is available and the list is exhausted then the Employer shall begin again by seniority until all available work has been assigned out.

## **ARTICLE XVI - LONGEVITY BONUS**

**1. All PTCO's shall receive annual longevity incentive compensation according to the following schedule for the contract years: 2012, 2013, 2014, 2015 and 2016.**

<b>After completion of five (5) calendar years of service</b>	<b>\$150.00</b>
<b>After completion of ten (10) calendar years of service</b>	<b>\$175.00</b>
<b>After completion of fifteen (15) calendar years of service</b>	<b>\$200.00</b>
<b>After completion of twenty (20) calendar years of service</b>	<b>\$300.00</b>

**2. Annual longevity pay should be made to the eligible PTCO'S in the first pay period of November of each year. Longevity shall not be prorated due to an employee losing time during the work year.**



## **ARTICLE XVII - TRAINING AND COMPENSATION**

**1. Training will be provided as required by chapter 82 Senate No. 1166, Title 40A of the New Jersey Statutes, N.J.S.A. 40A:9-154.1 to 40A:9-154.4.**

**2. All PTCO's shall be paid for all classroom training, including training films and presentation, for actual time spent in the classroom.**

**3. The twenty (20) hours training (on the job) and the two (2) hours training (classroom) shall be with pay, at the rate the PTCO is currently receiving as per the negotiated salaries.**

## ARTICLE XVIII - SCHOOL CLOSING

1. This Article applies when school has been declared open and then due to the conditions of the weather it has been determined that there will be an early school closing after the children have already arrived for school. The Elected Chief PTCO, will, with the approval of the Police Department, notify all PTCO'S of any change in the work hours due to the weather and based on the schools and/or Police Department, advising her/him that school will be dismissing differently than the normal schedule.

If any PTCO is missed in error due to the Elected Chief PTCO not giving proper notice, the City will be responsible for making up any lost pay the missed PTCO would have incurred.

2. This does not apply to school closing notification if the closing is prior to the normal starting time (example: radio stating schools are closed, Police Division notifying PTCO's that schools will not open due to the weather, or contact to the PTCO's from a school indicating school will not open, prior to any PTCO actually reporting to their post.

3. This does not apply to schools that open one (1) or two (2) hours late due to the weather, it only applies to schools closing early due to the weather and a PTCO has already begun to work his/her shift.

4. In the event that schools do close early due to the weather, each PTCO will receive the normal day's pay and will have no loss for the day due to the early closing as long as the PTCO was actually scheduled to work that day, was at their assigned post until dismissed by the Supervisor in the Police Department, or his designee. In the event that the school closing increases the regular daily scheduled hours, then each PTCO will be paid for the actual hours worked (example: the morning post was worked, three quarters (3/4) of the middle post is being worked and a duly designated and authorized PTCO is informed that schools will close and to remain on the post until all children are released. The PTCO's normal hours for the day may have been five and one \*half (5-1/2) hours and due to early closing he/she has now worked four (4) hours and thirty (30) minutes, in this case he/she will be paid for all of the regular hours plus all the time worked over the regular hours.

## **ARTICLE XIX - BEREAVEMENT LEAVE**

**1. In the event of death in the PTCO's immediate family, PTCO's shall be granted time off, if the PTCO requests leave, not to exceed Three (3) work days, without loss of pay commencing from the date of death up to and including the date of the funeral.**

**2. Immediate family shall be defined to include mother, father, sister, brother, spouse, child, legal ward, stepparent, stepchild, parent of spouse, grandchild, foster child, legal guardian, father-in-law, mother-in-law, domestic partner and civil union partners (as defined under NJ State Domestic Partnership and Civil Union Laws) and a child of such for whom the PTCO has legal guardianship and physical custody, grandmother, grandfather, Aunt, Uncle and other relatives residing in the PTCO's household. For good cause the definition of immediate family may be expanded upon the approval of the Business Administrator or Chief of Police or his designee.**

### **PROCEDURE:**

**a. An PTCO who requests bereavement leave must immediately notify their supervisor. If their supervisor is not available then they shall notify the Chief of Police or his designee of their intent to take such leave.**

**b. The Supervisor or Chief of Police or his designee shall notify the Business Administrator that the PTCO is utilizing bereavement leave.**

**c. The PTCO may be required to submit proof of death.**

**d. PTCO's who request an extension of bereavement leave beyond the established number of days shall have such extensions, if granted, charged to accumulated "unused paid time that is available. If a PTCO has exhausted all unused paid time, extended bereavement leave will be considered as a request for a leave of absence without pay. The Business Administrator reserves the right to deny extended bereavement leave at his/her sole discretion in the best interests of the City.**

## ARTICLE XX - SICK LEAVE

A. Sick Leave is hereby defined to mean absence from post or duty by a PTCO because of illness, exposure to contagious disease, or attendance of the PTCO's immediate family who is seriously ill and requiring the care by such PTCO.

B. Immediate family is defined as the same as listed in Article XIX Bereavement.

C. Any PTCO who shall be absent from work for five (5) or more consecutive working days due to illness, or leave and attendance of a member of the PTCO's immediate family shall be required to submit acceptable medical evidence substantiating the illness.

D. In case of sick leave due to exposure to contagious disease, a certificate from the treating physician may be required.

E. PTCO's shall be entitled to an annual allocating sick leave as follows:

- |                                                                               |                  |
|-------------------------------------------------------------------------------|------------------|
| a) 1 <sup>st</sup> day of employment up to 12 months of service -             | 3 paid sick days |
| b) 1 <sup>st</sup> day after 12 months of service up to 24 months of service- | 4 paid sick days |
| c) 1 <sup>st</sup> day after 24 months of service -                           | 5 paid sick days |

F. If a PTCO is absent from work for reasons that entitle him/her to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he/she is absent, except in the case of an emergency.

G. PTCO's shall be entitled to carry over all or any portions of the sick leave allocation from year to year.

H. Any PTCO who meets the qualification under the sick leave Article may sell back a maximum of five (5) days of unused but earned annual sick leave. Notification shall be given no later than the last week of the closing of school in December. Payment will be made no later than January 10<sup>th</sup> of the new year.

I. Sick leave may be taken in shift times, example: PTCO needs to take the morning off for a doctor's visit, the PTCO may use the sick leave for the morning shift and return to work on the next regular shift. PTCO's can not break up the time into minutes of a single shift, they may only take off a full shift, ie., morning, middle or last shift.

J. The City may, for good cause, require any PTCO to submit acceptable medical evidence substantiating any illness after five (5) consecutive days absent from work or absences totaling five workdays within thirty calendar days, however, if the City believes it has reasonable cause they may request medical evidence for three (3) consecutive days or more, however the City agrees that a PTCO may use a sick day for a holiday to receive holiday pay.

## **ARTICLE XXI - HOLIDAYS**

**All PTCO's shall receive Christmas Day and Thanksgiving Day as paid holidays in each year of the contract.**

## **ARTICLE XXII - JURY DUTY**

**PTCO's summoned to serve jury duty shall be granted time off without loss of their regular pay by the City of Burlington. No additional pay (comp time or overtime etc.) shall be paid. A PTCO is required to return to work immediately from jury duty if the PTCO is excused from serving on the jury for either the morning or afternoon session.**

**PTCO's subpoenaed as witnesses in civil or criminal cases involving them in their capacity as City of Burlington PTCO employees will be granted a paid leave of absence for the time in which they are officially involved with the court in that capacity.**

### **PROCEDURE:**

**PTCO's summoned as jurors or subpoenaed as a witness must submit a copy of the summons or subpoena with a written request for leave to their Department Director indicating the anticipated date of return.**

**The Department Director will forward the written request and the copy of the summons or subpoena to the Business Administrator by the end of the next working day. The Business Administrator and City attorney shall review all subpoenas.**

**The Business Administrator will approve the leave in writing to the PTCO and the Department Director by the end of the next working day.**

**PTCO's must notify their immediate supervisor as soon as possible if the length of jury duty has been extended beyond the original return date.**

**On the first day of their return to work, PTCO's must present a jury attendance slip, provided by a court authority, to their Department Director or supervisor to be attached to the weekly time sheet.**

### **ARTICLE XXIII - PERSONAL LEAVES OF ABSENCE/FAMILY LEAVE**

Any PTCO who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study that will increase his/her usefulness on his/her return to the service, or who for any reason considered good by the City of Burlington desires to secure leave from his/her regular duties may, with the approval of the City of Burlington be granted a leave of absence without pay for a period not exceeding six (6) months. Any PTCO requesting a leave without pay shall submit his/her request in writing stating the reason why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty.

The City of Burlington shall abide by all regulations in the Family Medical Leave Act as set forth in 29 U.S.C, Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. And N.A.A.C.P. 4A:6-1.21 or any amendments thereto, to any eligible PTCO's in the Bargaining Unit.

PTCO's eligible for Family Leave may use their paid time however, they shall not be required to exhaust their time prior to taking unpaid time.

## **ARTICLE XXIV - EQUIPMENT AND CLOTHING**

**1. The City agrees to provide one (1) set of the equipment and uniform as mandated by Chapter 82 of the Public Laws of New Jersey, to each PTCO in accordance with the schedule listed in this Article. All such items provided shall be returned by each PTCO when said PTCO leaves the City's employ.**

**2. Clothing Provisions to each PTCO shall include the following:**

**a) The City shall provide, after successfully completing their training period of 2 hours classroom training and 20 hours in the field, the following:**

- One (1) DOT approved orange safety vest**
- One (1) Hat**
- One (1) Badge, as selected by the Chief of Police**
- One (1) Identification Card**
- Two (2) Sewn on "Guard" patches**
- One (1) Rain coat with rain hood**
- One (1) Stop Sign**

**The City shall provide, after 120 days of employment and in addition to those items above, the following clothing/uniform items:**

- One (1) Winter Coat**
- Two (2) Pair of Pants**
- Two (2) Short Sleeve Shirts**
- Two (2) Long Sleeve Shirts**

**One (1) Pair of Winter or Rubber Boots or both - The City shall reimburse a PTCO up to \$75.00 in each year of the contract for 2012, 2013, 2014, 2015 and 2016 when the employee supplies a receipt for the purchase(s).**

- One (1) Hooded Sweat shirt**
- One (1) Pair gloves - The City shall reimburse a PTCO up \$12.00 for gloves when the PTCO supplies a receipt for the purchase.**
- One (1) Spring Jacket**



3. Clothing provision shall be replaced after normal wear and tear, or in cases that the clothing is damaged during working hours. Replacement shall be made by the City after a report has been submitted by the PTCO to the Chief of Police, or his designee, in a reasonable time and damaged clothing is surrendered. PTCO's shall be supplied the initial list of equipment and the initial list of uniforms, thereafter items will be on a replacement after normal wear basis only.

4. All clothing provisions shall be used for working times only and shall be maintained in a clean and proper manner. All uniforms shall be worn according to the weather as directed by the Chief of Police.

5. A committee comprised of three (3) members of the Union and the Chief of Police and/or the Chief of Police designee, to provide input to the Chief of Police regarding the type of uniform items the unit desires, however, the decision of the Chief of Police or his designee shall control with respect as to what items are included and with respect to any other questions regarding uniforms.

6. Upon termination of employment as a PTCO, for any reason whatsoever, all items obtained through this uniform provision shall immediately be returned to the Chief of Police or his designee, a PTCO's final pay will not be issued until all uniforms and equipment is returned.

7. All PTCO's are required, as part of their job, to be in uniform and have the necessary equipment with them and in use at all times. PTCO's not in compliance with this requirement shall be subject to progressive discipline.

## **ARTICLE XXV - RETIREMENT**

**Any PTCO who retires from the City of Burlington with twenty (20) or more years of service shall receive the following:**

- 1. All sick time paid at 50% of the amount of days unused and left on the log at the time of retirement up to one thousand dollars (\$1,000.00)**
- 2. All Holiday time paid at 100% of the amount of days unused and left on the log at the time of retirement.**
- 3. All longevity money at 100% of the amount negotiated for the year in which the employee retires.**

## **ARTICLE XXVI - PENSION**

**At the effective date of the January 1, 1998 Agreement, all non classified PTCO's shall be eligible for participation in the New Jersey Public Employees Retirement System (PERS) in accordance with all rules and regulations of the PERS.and NJ Division & Pensions.**

## **ARTICLE XXVII - EQUAL TREATMENT**

The City agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

The Union and the City shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

## **ARTICLE XXVIII - REDUCTION IN FORCE**

**The City of Burlington may institute reduction in force actions for economy, efficiency or other related reasons in accordance with the rules and regulations of Civil Service. A copy of the plan will be provided to the Union at the time it is sent to Civil Service for approval. In cases where Civil Service is not applicable for PTCO's in this agreement, then the City of Burlington will provide a Forty-five (45) day notice of intent to layoff any PTCO.**

**Notices to any PTCO for layoff must be provided forty-five (45) days in advance of the intended layoff.**

**Prior to any reduction, intent to layoff or layoff, the City shall meet with the Union within ten (10) days prior the 45 day notice listed above to discuss alternatives to any layoff or reduction in force.**

## **ARTICLE XXIX - FULLY BARGAINED PROVISIONS**

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction, to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Upon request of either party, the parties agree to meet and re-negotiate any significant change so affected.

Upon request of either party, the parties agree to meet and re-negotiate any significant change in this agreement that due to unforeseen circumstances causes any change in the conditions of employment for this bargaining unit.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

#### **ARTICLE XXX- DURATION AND EFFECT**

**This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2016. It is agreed to and understood by and between the parties hereto that all salaries and wages referred to are retroactive to January 1, 2012 and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.**

**This Agreement shall automatically renew itself on January 1, 2017 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other party hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.**

ARTICLE XXXI - SIGNATURE SHEET

In witness whereof, the parties here to have caused the hands of their respective officers and the seals of their respective organizations to be affixed hereto this 2nd day of Oct 2012.

FOR THE UNION; COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO  
LOCAL 1036

Adam Liebtog  
ADAM LIEBTAG, PRESIDENT  
CWA LOCAL 1036

Ruth L. Barrett  
INTERNATIONAL REPRESENTATIVE

Florence Mc Namara  
FLORENCE MCNAMARA  
STAFF REPRESENTATIVE

Mary Marinella  
MARY MARINELLA, NEGOTIATOR

Chester Valosen Jr  
CHESTER VALOSEN, NEGOTIATOR

Kenneth Brown  
KENNETH BROWN, NEGOTIATOR

Patricia Recasner  
PATRICIA RECASNER, NEGOTIATOR

FOR THE CITY OF BURLINGTON

James Fazzino  
MAYOR JAMES FAZZONE

David H. Ballard  
DAVID H. BALLARD  
DIRECTOR OF HOUSING AND  
COMMUNITY DEVELOPMENT

Anthony J. Wallace  
ANTHONY J. WALLACE  
CHIEF OF POLICE

Lt. Alan Snow  
LT. ALAN SNOW

ATTEST:

Cindy A. Crivaro  
CINDY CRIVARO  
CITY CLERK



## ATTACHMENT "A"- HOURS OF WORK

The Union and the City recognize that the work hours listed below are only for the purpose of information. The Union and the City agree that these work hours are not included in this agreement to suggest that the City has agreed to an exact number of work hours per day or per week for any PTCO.

<u>LOCATION</u>	<u>HOURS</u>	
Rt.130 South & High	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt.130 North & High	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt. 130 North & Jacksonville	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt.130 South & Federal St.	7:00 am to 8:30 am	2:15 pm to 3:45 pm
High St. & Morris	7:00 am to 8:30 am	2:15 pm to 3:45 pm
High St. & Broad St.	7:00 am to 8:30 am	2:30 pm to 3:45 pm
Smith School-Farner Ave	7:00 am to 8:45 am	2:30 pm to 3:45 pm
Wood & West Third	7:00 am to 8:45 am	2:30 pm to 3:45 pm
W. Federal & Wood	7:00 am to 8:30 am	2:30 pm to 3:45 pm
E. Broad & St. Mary	7:00 am to 8:30 am	2:30 pm to 3:45 pm
E. Broad & Tatham	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High & Federal	7:00 am to 8:30 am	2:30 pm to 3:45 pm
Wood St & Rt 130 North	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Wood St & Rt 130 South	7:00 am to 8:30 am	2:15 pm to 3:45 pm
High St and 6 <sup>th</sup> St	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High St & Blemont	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High St and Wall St	7:00 am to 8:30 am	2:15 pm to 3:45 pm

The Union agrees that there will be times that PTCO may, due to school dismissal changes, work more than thirty (30) hours per week. The Union and the City agree that working more than thirty (30) hours per week does not constitute the PTCO to be considered "full time" and entitled to any benefits the City provides for other "full time employees".

The designated PTCO floater may work more than thirty (30) hours per week. The Union and the City agree that only at the direction of the Chief PTCO Guard shall the designated floater be assigned to work additional hours. The designated PTCO floater shall not be considered a "full time PTCO" due to working more than thirty (30) hours per week.

## ATTACHMENT "B" - SENIORITY AND ANNUAL POST ASSIGNMENT

Seniority shall be by the PTCO's date of hire with the City of Burlington in the title as a PTCO. All posts which at any time are either unfilled or vacant, whether because they are newly created or for any other reason, shall be filled by seniority among those PTCO's then employed within the unit who have less than five and one half (5-1/2) hour daily posts. That is, each opening shall first be offered to the PTCO with the most seniority among those current PTCO's having less than a five and one half hour daily post. If that PTCO rejects the offer, the available post shall then be offered to the next most senior PTCO having less than a five and one half hour daily post, and so on until one PTCO from among that group accepts it. If no one in that group accepts the post, the post shall be offered to those PTCO's who are currently at a five, or more, hour daily post by their seniority date of hire.

If no one accepts such post the City shall have the right to fill the post with the least senior PTCO who has a less than five and one half (5-1/2) hour daily post. If there are none then the City shall have the right to fill the post with the least senior PTCO who is currently at a five or more hour daily post.

If the City determines that a PTCO who has the proper seniority but believes that the PTCO is not qualified to perform at a particular post, prior to going to the next most senior PTCO the Union and the City shall meet in a Labor Management Meeting to determine why the PTCO is not being permitted to accept the new post. The decision of the Labor Management Committee shall prepare a report in writing and present it to the Council. The Council, after reviewing the report shall make any necessary recommendations to correct the problem. Seniority does not accrue during a leave of absence.

Seniority: The following is recognized for seniority purposes of the PTCO's. The City shall provide on or about January 1 of each year to PTCO an updated list of Seniority. Seniority shall be established for purposes of longevity.

<u>Date of Hire</u>	<u>Unclassified Name</u>
04/10/89	Mary E. Marinella
04/06/93	Cesareo Rivera
09/21/94	Chester Valosen
09/25/95	Lucille Coates
09/01/05	Dorothy Thompson
09/05/05	James Ogburn
01/09/08	Kenneth Brown
05/14/08	John Luff
05/19/08	Patricia Recasner
09/01/09	Larry Gonyea
09/01/09	Patrick McConnell
09/01/09	Gary Shively
09/01/09	Grover Shively
10/01/09	Kevin Kennedy
02/08/10	Thomas McConnell
09/07/10	Robert Restivo
09/07/10	Enman Thompson
01/19/11	Francis Encott
01/19/11	Judith Keegan
09/19/11	Christine Dragon
10/26/11	James Krause
01/17/12	Lester Smith
04/24/12	John Yacona Jr
05/14/12	Jean Sills
05/14/12	Amber Beaufort
05/14/12	Joyce L. Hinds-Sykes

ATTACHMENT "C" GRIEVANCE FORM  
CWA LOCAL 1036  
BURLINGTON CITY PEDESTRIAN TRAFFIC CONTROL OFFICERS  
26 HIGH STREET, MOUNT HOLLY, NEW JERSEY 08060  
PHONE: 609 267-1640  
**GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_ STEWARD: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DEPT: \_\_\_\_\_

\_\_\_\_\_ GRIEVANT SIGN: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

DESCRIBE GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DATE GRIEVANCE OCCURRED: \_\_\_\_\_

CONTRACT ARTICLES(S) VIOLATED: \_\_\_\_\_

\_\_\_\_\_ AND ANY OTHERS THAT MAY APPLY

REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE GRIEVANCE INFORMALLY PRESENTED TO SUPERVISOR: \_\_\_\_\_

DATE GRIEVANCE WAS PRESENTED IN WRITING TO SUPERVISOR: \_\_\_\_\_

DATE GRIEVANCE WAS HEARD BY SUPERVISOR: \_\_\_\_\_

SUPERVISOR'S DECISION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE GRIEVANCE WAS PRESENTED TO THE CHIEF OF POLICE: \_\_\_\_\_

DECISION OF THE CHIEF OF POLICE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE GRIEVANCE WAS PRESENTED TO THE BUSINESS ADMINISTRATOR: \_\_\_\_\_

DECISION OF THE BUSINESS ADMINISTRATOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE UNION FILED FOR ARBITRATION: \_\_\_\_\_

## **ATTACHMENT "D" SUBSTANCE ABUSE DRUG AND ALCOHOL POLICY/PHYSICALS**

It is the policy of the City to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.

The use, sale, dispensing, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on the premises is prohibited. This prohibition also covers all legal or prescription drugs, which impair an employee's ability to perform his/her job safely or properly.

Employees who must use prescribed drugs or narcotics while on duty should report this fact to the Business Administrator along with acceptable medical documentation. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly.

Any employee under the influence of drugs or alcohol that impairs judgment, performance or behavior while on duty will be subject to discipline, up to and including termination.

Any employee who feels he/she has a problem with drugs or alcohol is encouraged to seek outside professional counseling before the problem affects judgment, performance or behavior.

### **Drug and Alcohol Abuse (With Employee Assistance Program)**

1. Supervisors are responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do his/her job safely and properly. Employees exhibiting behavior problems should be handled, like any other disciplinary problem, as discreetly as possible.

2. The supervisor will give the employee a chance to explain, selecting a private location out of the hearing of other employees. The supervisor should offer the employee the opportunity for union representation and make the necessary arrangements. The supervisor will confine questions and statements to specific performance and behavior, and not ask about drug or alcohol use. The supervisor may ask the employee if he/she is taking any medication that might affect behavior and performance of job duties according to prescribed standards.

If necessary, the supervisor should arrange for transportation home for the employee.

3. The supervisor should set an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The supervisor should then make a record of the discussion.

4. At any time in the above proceedings the supervisor may suggest that the employee take advantage of the Employee Assistance Program (EAP); however, the employee must be made to understand the difference between an employee assistance program (EAP) and company rules and disciplinary procedures. The EAP should be considered as in addition to, but not a substitute for, appropriate disciplinary action. Employees must understand that the rules against drug, narcotic, or alcohol usage will be enforced even though the company maintains an EAP program to help abusers. In fact, documentation of poor performance and of disciplinary action can be a positive influence in helping a supervisor convince an employee to seek help and in responding to recalcitrant employee who resist their treatment in an EAP.

### **Drug and Alcohol Abuse (No Employee Assistance Program)**

#### **PROCEDURE**

1. Department Directors are responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do his/her job safely and properly. Employees exhibiting behavior problems should be handled, like any other disciplinary problem, as discreetly as possible.

2. The supervisor will give the employee a chance to explain, selecting a private location out of the hearing of other employees. The supervisor will confine questions and statements to specific performance and behavior, and not ask about drug or alcohol use. The supervisor may ask the employee if he/she is taking any medication, which might affect behavior. If necessary, the supervisor should arrange for transportation home for the employee.

3. The supervisor should set an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The supervisor should then make a record of the discussion.

4. At any time in the above proceedings the supervisor may suggest that the employee talk with the Business Administrator. Employees must understand that the rules against drug, narcotic or alcohol usage will be enforced. Documentation of poor performance and of disciplinary action can be a positive influence in helping a supervisor convince an employee to seek help and in responding to recalcitrant employees who resist treatment.

### **Substance Abuse**

#### **PROCEDURE**

It is the express policy of the City of Burlington that substance abuse will not be tolerated in any form by any employee employed by the City of Burlington.

In furtherance of this policy, the following is designated to encourage employees to come forward voluntarily with any substance abuse problems and also to quickly and accurately detect those employees abusing drugs and/or alcohol.

All employees shall be fully informed of the City's policy and procedures with respect to substance abuse testing. Additionally, employees shall be fully briefed on the actual testing procedures, what the tests can determine and the consequences of a positive test result. All newly hired employees shall as well be provided with this same information on the date of their appointment and indoctrination to the City.

### Employee Testing

Employees shall be subject to random drug testing and shall be tested when reasonable suspicion exists or an on-duty accident or injury occurs to medical testing involving urine or blood analysis or other similar testing procedures for the purpose of detecting drugs or alcohol. All employees shall be subject to random testing. New employees will be screened for drugs as part of the pre-employment physical.

### Sample Collection

The collection and testing of samples shall be performed only by a health care provider authorized to administer and determine the meaning of the results of any test administered in conformance with this policy.

The concern performing the test shall meet the following criteria:

1. Shall obtain current certification by the National Institute of Drug Abuse;
2. Shall periodically submit its testing procedures and equipment to the National Institute For Drug Abuse (NIDA) for unknown sample analysis by an independent party.

Collection of all samples for testing purposes shall be conducted in a manner that provides for the highest degree of security and freedom from adulteration of the sample. A recognized and documented strict chain of custody procedure shall be adhered to as set by NIDA. Whereas the security of samples is essential to a credible test, should the chain of custody be compromised, the test shall be held invalid.

Blood and urine samples shall be submitted per NIDA standards. A split sample shall be reserved in all cases for an independent analysis in the event of a positive result. All samples shall be stored in a scientifically acceptable manner for the purposes of preservation as established by NIDA. All positively confirmed samples and related paperwork must be retained by the laboratory for a period of no less than six months or for the duration of any grievance, disciplinary or legal proceedings, whichever is longer. All specimens and related paperwork shall be destroyed. At the conclusion of all of the foregoing, all specimens shall be destroyed. All tests shall be conducted in a manner to ensure that the employee's legal drug use and diet do not affect test results.

## Drug Testing

The laboratory shall test only for the substances and within the limits for initial and confirmatory tests as provided by NIDA standards. The initial test shall be an Immunoassay that meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut-off levels shall be employed when screening specimens to determine whether they are for these five drugs or classes of drugs:

Marijuana Metabolites	100 ng/ml.
Cocaine Metabolites	300 ng/ml
Opiate Metabolites 1	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial results are in fact negative using the parameters as established, all testing shall cease and all samples shall be destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas/chromatography mass spectrometry (GC/MS) techniques at the following listed cut-offs:

Marijuana Metabolites 1	15 ng/ml
Cocaine Metabolites 2	150 ng/ml

Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine	25 ng/ml
---------------	----------

Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

1. Delta-9-Tetrahydrocannabinol-9carboxylicacid
2. Benzoylcegonine

If confirmatory testing results are negative, all testing will cease and all samples will be destroyed.

Should any change occur in NIDA standards for minimum cut-off levels for the above listed substances, the above stated standards shall accordingly change.

### Alcohol Testing

A Breathalyzer or similar test equipment shall be employed to screen for alcohol use and, if positive, said test shall be confirmed by a blood alcohol test performed in accordance with the standards as set forth by NIDA and this policy. Breathalyzer tests shall be performed by a health care professional or law enforcement authorities unless said tests are warranted as a result of criminal infraction, in which case law enforcement authorities may in fact be the testing party. A qualified individual, using equipment with current certification by the New Jersey State Police, shall perform the screen. If the initial test proves negative, all testing shall be immediately discontinued and all samples destroyed. All positive resolution the initial test shall be confirmed using blood alcohol level. Sample handling procedures as that detailed in the sample handling section shall be employed. If confirming test are negative, all samples shall be destroyed.

### Medical Review Physician

The medical review physician shall be selected in advance of all testing by the City. He/she must be a licensed physician in the State of New Jersey and possess a background and knowledge of substance abuse testing and substance abuse disorders. The physician shall have command of the characteristics of test sensitivity, specificity and predictive value, the laboratory that is administering the tests and the medical conditions and work exposures to the employee.

The role of the physician shall be to review and interpret positive test results. The physician must examine alternate medical explanations for a positive test. This shall include conducting a medical interview with the subject employee, a review of the subject's medical history and any other relevant bio-medical factors.

### Results Review

Upon completion of testing and analysis, the concern performing testing shall immediately forward the results of a positive test to the medical review physician and the Business Administrator. The physician may only release to the employer confirmed test results after a complete review and analysis of all relevant factors. Said information shall otherwise remain strictly confidential and shall not be released to the general public. The test results of any employee taking drugs pursuant to a medical prescription shall be kept confidential.

### Discipline

For those employees who do not come forward, upon confirmation of a positive test, the employee will be terminated with no recourse through the collective bargaining agreement as well as others not covered by such an agreement.



### Voluntary Admission Of Substance Abuse & Rehabilitation

Within ten (10) days of the receipt of this policy Manual, an employee may come forward and confidentially discuss with the Business Administrator or designee of the City a substance abuse problem without fear of discipline or discharge. Upon recovery of a substance abuse problem the individual will immediately enroll himself or herself in a substance abuse program. Those individuals who come forward voluntarily for assistance with a substance abuse problem shall not be subject to discipline by the City. No disciplinary action will be taken against an employee unless said individual refuses to enroll and complete a rehabilitation program.

When an individual voluntarily reveals his substance abuse problem, he/she shall immediately enroll in an inpatient program. He/she shall not work in scheduled shifts. The employee shall use all available time owed in the following order: sick days, vacation days and personal days (if applicable).

### Follow-Up Testing

Employees who complete a rehabilitation program will be retested randomly as every other employee. An employee who voluntarily enters the rehabilitation program with a requirement for testing or periodic retesting due to his initiative in seeking assistance. Employees shall be allowed to use accrued and earned leave for the time off necessary for the program. If an employee tests positive after the rehabilitation program, he/she shall be subject to immediate discharge without recourse through the collective bargaining agreement.

### Duty Assignment After Treatment

Upon successful completion of rehabilitation, the subject members shall be returned to their regular duty assignment. Prior to return work, however, the employee must provide a written report from the treating medical provider or rehabilitation center, indicating that the employee has successfully completed his/her course of treatment and is capable of returning to work for the City and perform all duties of his/her former position.

### Testing Program Costs

The City shall be fully responsible for all costs involved in drug and alcohol testing as well as the expense of the medical review physician. Any directed counseling or treatment not covered by insurance shall be a the sole expense of the employee.

### Conflict With Other Laws

This policy is not intended to conflict with or cause the waiver of the rights of any individual under Federal, State or Local Statutes.

**DRUG & ALCOHOL TESTING  
OF EMPLOYEES REQUIRED TO MAINTAIN A  
COMMERCIAL DRIVER'S LICENSE (CDL)  
EFFECTIVE JANUARY 1, 1996**

**I. INSPECTION AND PURPOSE**

It is the policy of the City of Burlington to maintain a drug free workplace in accordance with the Omnibus Transportation Employee Testing Act of 1991.

The purpose of this document is to implement a drug and alcohol testing program as required by Federal regulations cited below for employees performing safety-sensitive functions, which require the employee to maintain a Commercial Driver's License.

**II. AUTHORITY**

This policy was developed in accordance with the following Federal rules and regulations, which apply to the City of Burlington.

Department of Transportation, Office of the Secretary, 49 CFR Part 40 -  
Procedures for Transportation Workplace Drug Testing Programs: Final Rule

Department of Transportation, Office of the Secretary, 49 CFR t 382 et al. -  
Controlled Substances and Alcohol Use and Testing.

Moreover, any employment action taken for violation of the provisions of this policy shall be taken in accordance with (Title 11A, N.J.S.A., Title 4A of the New Jersey Administrative Code), and/or (applicable collective bargaining agreements), and/or (and applicable local disciplinary procedures).

**III. APPLICABILITY**

The following policy shall apply to all principal Departments in the City of Burlington.

As a condition of employment, this policy applies to all employees whose job duties include the performance of safety-sensitive functions related to the operation of a commercial motor vehicle, as defined below, for which the employee is required to maintain a Commercial Driver's License valid in the State of New Jersey. This applies to employees whose job includes such functions on a regular or occasional basis where the employee may have a distinct possibility of performing safety-sensitive functions when on duty. It also applies to employees who perform safety-sensitive functions on an intermittent basis, such as a temporary worker.

#### **IV. DEFINITIONS:**

**Alcohol** - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol Use** - means the use of any beverage, mixture, or preparation, including any medication, containing alcohol.

**Commercial Motor Vehicle** - means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (USDOT 49 CFR Part 172, subpart F).

**Controlled Substance** - Has the assigned by 21 U.S.C. 812 including substances listed on Schedule I through V as they may be revised from time to time (21 CFR parts 1301-1316), and including those substances defined by N.J.S.A. Title 24 and companion regulations as they may be revised from time to time.

**Criminal Drug Statute** - Federal or State Criminal Statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

**Drug** - Interchangeable use with the term “controlled substance”. Unless otherwise provided, refers to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines).

**Medical Review Officer** - Designated City of Burlington doctor(s) or contract physician(s) with appropriate medical training and knowledge of substance abuse conditions, authorized to receive, review and report laboratory drug test results.

**On Duty** - Any time period (regular work hours, overtime, hourly services), including breaks, during which an employee is required to comply with a directive from a supervisor and the employee may be expected to perform and/or be available to perform a safety-sensitive function.

**Performing a Safety-Sensitive Function** - any period in which a driver is actually performing, ready to perform, or immediately able to perform any safety-sensitive function.

**Positive Drug Test** - A breath alcohol level of .04 or greater as measured by a breath analysis machine approved for use by the FHWA and appearing on the “Conforming Products List” in the Federal Register.

**Safety-Sensitive Function** - Means any on-duty function as follows:

- All time at a carrier or shipper plant, terminal, facility or other property, waiting to be dispatched unless the employee has been relieved from duty by the supervisor.
- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations, or other inspecting, servicing, or conditioning any commercial motor vehicle.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Subject to Duty** - Any time period an employee is required to be available to report for duty to perform a safety-sensitive function.

**Supervisor or Supervisory Employee** - An employee with responsibility for directing the work of other employees, but not a co-worker.

**Workplace** - Any location, including but not limited to garages, depots, yards, offices, field or road sites, whether or not owned or operated by the City of Burlington, where official City of Burlington business is conducted or where job duties are performed.

## **V. POLICY**

### **A. Voluntary Participation in Treatment**

Employees in safety-sensitive functions who have drug and/or alcohol abuse problems are encouraged to voluntarily seek treatment. Treatment may be sought through the employer or independently by the employee without the employer involvement.

Employees may be able to avoid negative consequences regarding their employment by seeking help to correct their substance abuse problem.

## **B. Prohibited Conduct**

As a condition of employment, all covered employees are prohibited from:

1. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.04 or above.
2. Being on duty or operating a commercial motor vehicle while in the possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicine containing alcohol (prescription or over-the-counter) unless the packaging seal is unbroken.
3. Using alcohol while performing safety-sensitive functions.
4. Performing safety-sensitive functions within four hours after using alcohol.
5. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
6. Reporting for or remaining on duty that may require the performance of safety-sensitive functions when the driver distributes, possesses or uses any controlled substance, except when the use is prescribed by a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. NOTE: Covered employees shall provide notice of such therapeutic use Of controlled substances to his/her Department Director and the Business Administrator. Appropriate procedures shall be established for reporting such information by employees and to protect the confidentiality of such information, pursuant to the requirements of the Americans with Disabilities Act, 28 CFR Part 35.
7. Reporting for duty or remaining on duty if the individual tests positive for controlled substance(s).

No manager or supervisor having knowledge that a covered employee is in violation of any of the above shall permit the employee to perform or continue to perform safety-sensitive functions. Managers or supervisors who fail to comply with their responsibilities will be subject to formal discipline, up to and including removal.

Violation by any employee of the above prohibitions is subject to disciplinary action, up to and including removal.

### **C. Requirement of Cooperation With Collection and Testing**

1. Each employee or individual with a conditional offer of employment required to be tested for drugs pursuant to this policy must provide adequate, valid, undiluted, unadulterated urine samples as requested, must supply the information necessary to identify the samples (i.e., complete paperwork and initial specimen) and otherwise cooperate with the collection and testing procedures. Failure to provide such samples, without a valid medical explanation shall constitute refusal to cooperate.
2. Refusal to cooperate will result in immediate disciplinary action. Any individual with a conditional offer of employment who refuse to cooperate will not be hired.

### **D. Circumstances Under which Drug and/or Alcohol Testing will be Administered**

All testing as described below will be performed with standardized equipment and certified laboratories in accordance with the procedures established in 49 CFR Part 40, et al.

Additionally, nothing in this policy shall be construed to authorize any delay in obtaining emergency medical treatment, where appropriate, for a covered employee.

Individuals will be notified of all positive laboratory results of any drug test and provided with an opportunity to discuss the results with the Medical Review Officer prior to a final determination and reporting of the test results as positive.

Drug and/or alcohol testing will be administered as follows:

#### **1. Pre-employment**

All notices for employment opportunities requiring the possession of a Commercial Driver's License for the performance of safety-sensitive functions shall include notice of the requirement to undergo testing for controlled substances upon the receipt of a conditional offer of employment, this includes notices issued by the New Jersey Department of Personnel.

#### **a. Post-offer for Final Application**

All individuals receiving offers of employment for positions requiring the performance of safety-sensitive functions will be required to undergo testing for controlled substances before final employment if confirmed. This category includes, but is not limited to, new employees, former employees returning to City of Burlington service via re-employment lists, interim appointees and temporary employees.

#### **b. Movement of Current Employees**

Current City of Burlington employees who are initially assigned or reassigned to a safety-sensitive function in which service has not been rendered for six (6) months or more are required to be tested prior to starting work in the new function. This category includes, but is not limited to, reassignments, temporary or interim appointments, demotions, promotions, transfers, and appointments resulting from a reduction-in-force.

All individuals will be notified of the result of any drug pre-employment test that is positive.

An individual who test positive for a controlled substance will not be appointed.

## 2. Post-Accident Testing

Following an accident involving a motor vehicle, employees shall be tested for alcohol and controlled substance use when:

- a. The accident involves the loss of human life  
Or
- b. The employee receives a citation under State or Local Law for a moving traffic violation arising from the accident.  
Or
- c. The employee causes any property or vehicle damage when in the operation of a city owned vehicle or equipment.

Such testing shall be done as soon as practicable following the accident provided that;

- a. Under no circumstances shall a post-accident test for alcohol be administered beyond the eight (8) hour period immediately following the accident;

And

- b. Under no circumstances shall a post-accident test for controlled substances be administered beyond the thirty-second (32) hour period immediately following the accident.

Under this type of testing, employees will be removed immediately from the performance of safety-sensitive functions pending the outcome of the test(s).

## 3. Random Testing

All employees will be subject to random, unannounced drug and alcohol testing. Selection of employees will be by a method employing a scientifically valid random number generation method and objective, neutral criteria that ensure that every such employee has an equal statistical chance of being selected each time.

All employees will be subject to testing only while on duty, as defined in Section IV herein. The testing frequency level shall be in conformance with the standards established by the Federal Highway Administration and published in the Federal Register on an annual basis..

Drivers who test positive for a controlled substance and/or 0.04 or above for alcohol will be removed from safety-sensitive functions. They must not return to duty requiring safety-sensitive functions until they have been evaluated by a substance abuse professional and complied with any treatment recommendations. Drivers who test at alcohol concentration level of 0.02-0.039 must be removed from safety-sensitive functions for twenty-four (24) hours.

#### **4. Reasonable Suspicion Testing**

##### **a. Alcohol Testing**

An on-duty employee shall be required to submit to an alcohol test when the supervisor has reasonable suspicion to believe the employee has violated Section V.B. Prohibited Conduct of this Policy related to alcohol. The supervisor's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

Under no circumstances shall a test for alcohol under these conditions be administered beyond the eight (8) hour period immediately following the supervisors determination.

##### **b. Controlled Substance Testing**

An employee shall be required to submit to a test for controlled substances when the supervisor has reasonable suspicion to believe the employee has violated Section V.B. Prohibited Conduct of this Policy related to controlled substances. The supervisor's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. An arrest for drug related activities shall constitute reasonable suspicion.

A supervisor who has been trained in accordance with Section V.E. of this policy shall make the required observations for alcohol and/or controlled substances.

In all cases of reasonable suspicion testing, supervisors shall be required to document their observations in a standard manner as adopted in the City of Burlington's operating procedures.

Under this type of testing, employees will be removed immediately from the performance of safety-sensitive functions pending the outcome of the test(s).

#### **5. Return-to-Duty Testing**

Before a covered employee returns to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by Section V.B. of this policy concerning alcohol, the employee must under a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Individuals who are given an opportunity for a second alcohol test, as described above, and are still found to have alcohol concentration of 0.02 or greater but less than 0.04 shall be subject to disciplinary action.



Before a covered employee return to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by Section V.B. of this policy concerning controlled substances, the employee must undergo a return-to-duty controlled substance test with a result indicating a verified negative result for controlled substance use.

## **6. Follow-up Testing**

When an employee is permitted to return to duty requiring the performance of safety-sensitive functions, the employee shall be subject to unannounced follow-up alcohol and/or controlled substances tests at least six (6) times in the first twelve (12) months following the return-to-duty. Additional follow-up testing after the first year shall not exceed sixty (60) months from the date of the employee's return-to-duty. The number and frequency of such follow-up testing shall be as directed by a substance abuse professional.

## **E. Training**

Persons designated to determine whether reasonable suspicion exists to require an employee to undergo testing must receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance abuse. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

## **F. Confidentiality**

Information regarding a medical condition obtained in the course of drug and alcohol testing must be treated as confidential medical record. Such information shall be collected and maintained on separate forms and in medical files separate from the employee's personnel file.

The Laboratory performing drug testing under this policy shall report individual test results to the Medical Review Officer (MRO) only. The results shall not be disclosed by the laboratory to any other person other than to the individual who provided the sample.

The MRO can release controlled substance test results to the employer only after they have been confirmed positive and only after the MRO has made all reasonable efforts to discuss the results with the individual who provided the sample.

Statistical compilations, without individual identifiers, may be made available to the public.

Any individual who is the subject of a drug test, shall upon written request, have access to any records relating to his/her drug test.

**G. Employee Notification**

- 1. The City of Burlington shall establish the operational procedures to implement this policy in accordance with the standards established in 49 CFR Parts 383, et al. and provide notice to all covered employees by copy of the policy and an explanation of the procedures prior to implementing any testing procedures.**
- 2. All employees shall sign acknowledging the receipt of the policy and an explanation of the procedures and such receipt shall be maintained in the employee's personnel file.**

RESOLUTION NO. 198-2012 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING ACCEPTANCE OF COLLECTIVELY BARGAINED AGREEMENT BETWEEN THE CITY OF BURLINGTON AND THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 1036 FOR BURLINGTON CITY PEDESTRIAN TRAFFIC CONTROL OFFICERS ASSOCIATION FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

WHEREAS, there exists a certain collective bargaining relationship between the City of Burlington, New Jersey and the Communication Workers of America, AFL-CIO, Local 1036 for the Burlington City Pedestrian Traffic Control Officers Association; and

WHEREAS, the City of Burlington, New Jersey and the Communication Workers of America, AFL-CIO, Local 1036 for the Burlington City Pedestrian Traffic Control Officers Association, have negotiated and agreed to an agreement regarding a new contract for the term January 1, 2012 through December 31, 2016 (hereinafter the "Pedestrian Traffic Control Officers Contract"); and

WHEREAS, the key modifications to the Pedestrian Traffic Control Officers contract include the following items, which items are set forth in general terms for informational purposes only:

#### ARTICLE XV - SALARY

2012	.50 (fifty) cents per hour
2013	.35 (thirty five) cents per hour
2014	.35 (thirty five) cents per hour
2015	.40 (forty) cents per hour
2016	.50 (fifty) cents per hour

WHEREAS, the Mayor and Common Council of the City of Burlington deem that it is in the best interests of the City of Burlington to authorize the acceptance of the Pedestrian Traffic Control Officers Contract.

NOW THEREFORE BE IT RESOLVED THAT:

- 1) The Common Council of the City of Burlington hereby approves of the foregoing Collectively Bargained Agreement between the City of Burlington, New Jersey and the Communication Workers of America, AFL-CIO as to Pedestrian Traffic Control Officers for the period January 1, 2012 to December 31, 2016; and
- 2) The Mayor, Municipal Clerk, and Municipal Attorney are hereby directed and authorized to undertake and perform such actions necessary to consummate the above modifications and to effect the terms and provisions thereof.